



**V.O.CHIDAMBARANAR PORT TRUST
(MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT)
E-TENDERING**

BID DOCUMENT FOR WORK OF

“Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years”

TENDER NOTICE NO: MEE/SE1E2/ELE/F.2(1)/2021/01

**Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Trust,
Tuticorin – 628004.
Phone: 0461-2352270
Fax: 0461-2354274
E-mail id: cme@vocport.gov.in**

CONTENTS

<i>Section</i>	<i>Description</i>		<i>Page</i>		
I	Notice Inviting Tender (NIT)		3		
II	Glossary`		4		
III	Instructions to Bidders		6		
IV	Techno Commercial Criteria Qualification of the Bidders		10		
V	Evaluation of the Bid Document		11		
VI	Instruction to the Successful Bidder		13		
VII	Scope of Work, Statutory Compliance and Contractual Obligations		15		
VIII	General Conditions of Contract		18		
IX	Special Conditions of Contract		23		
X	Annexures and Forms		27		
	A.	Annexure A – Qualification and Responsiveness Information: List of Documents to be Enclosed	27		
		i	Form I – Bidder’s Bid Cover Letter	29	
		ii	Form II – Bid Securing Declaration Form	31	
		iii	Form III – Financial Capability	32	
		iv	Form IV – Past Experience	33	
			a)	Experience / Completion / Performance certificate	34
			b)	Details of TDS certificate	35
		v	Form V – Declaration of Authorized representatives	36	
		vi	Form VI – Declaration on Major Litigation and Blacklisting	37	
		vii	Form VII – Certificate of Acceptance	38	
		viii	Form VIII – Declaration by the bidder	39	
		ix	Form IX – Bank Mandate Form	40	
		x	Form X - Tender Acceptance Letter	41	
	B.	Annexure B – Contract Agreement Form	42		
	C.	Annexure C – Form of Bank Guarantee	44		
	D.	Annexure D – Check list for bill submission	46		
		i	Form XI - Model Tax Invoice	50	
	E.	Annexure E- Manpower Schedule of Mechanical and Electrical Engineering Department	52		

SECTION I – NOTICE INVITING TENDER (NIT)

**V.O.CHIDAMBARANAR PORT TRUST
(MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT)
NOTICE INVITING TENDER (NIT)
ONLY THROUGH E-TENDERING MODE**

TENDER NO. MEE/SE1E2/ELE/F.2(1)/2021/01

Electronic Tenders (Two Cover system) are invited by V.O.Chidambaranar Port Trust, Tuticorin from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”.

1	Estimate Amount	Rs.8,06,832/- plus ESI, EPF, Service Charges & GST
2	Contract period	TWO YEARS (extendable up to one year)
3	Downloading of Bid document from VOCPT online e-tendering website	From 30.08.2021 to 14.09.2021 (upto15:00Hrs)
4	Last Date and Time for submission of Tenders through online	On or Before 15:00 Hrs. on 14.09.2021
5	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	At 15:30 Hrs. on 15.09.2021
6	Validity of tender	120 days from the date of opening the Part I (Cover I) – Techno-commercial bid
7	BID SECURITY	The bidder shall be required to mandatorily submit the Bid Securing Declaration Form as per FORM-II in Annexure-A, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause No.20, of Section-III)
8	Tender Submission through	E-Tender portal https://etenders.gov.in/eprocure/app

Note:

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. No hardcopies need to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.
4	The bidders must submit independent documentary evidence to establish that "TECHNO-COMMERCIAL QUALIFICATION CRITERIA" as spelt out in the tender notice and tender document is fully met with irrespective of the fact that the bidder might have submitted similar evidence to VOCPT in respect of some other works.

SECTION II – GLOSSARY

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Authorised representative” means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”
- iii) “Bid documents” (including the term ‘bid documents’ in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) “Bidder” (including the term ‘tenderer’ or ‘service provider’ in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port;
- v) “Bidder registration document” means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- vi) “Board” means the Board of Trustees of the V.O.Chidambaranar Port Trust, Tuticorin, which is an autonomous body under the Major Port Trusts Act, 1963 and as amended from time to time.
- vii) “Competent authority” means the Chairman or any officer(s) authorized by the Chairman.
- viii) “Contract” (including the terms ‘Work Order’ under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between V.O.Chidambaranar Port Trust and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- ix) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- x) “Contractor / Service Provider” means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor’s representative, successors and/or permitted assigns for the subject Contract.

- xi) “Day” means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xii) “e-Tender” means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
- xiii) “Head of the Department” means the Head of a department in the V.O.Chidambaranar Port Trust appointed under the provision of the Major Port Trust Act, 1963.
- xiv) “Month” means month according to Gregorian calendar.
- xv) “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xvi) “Pre-qualification document” means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
- xvii) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section V – Evaluation of the Bid document**. If any requirements specified in **Section V – Evaluation of the Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xviii) “Tender” means the Contractor’s priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xix) “Week” means seven days without regard to the number of hours worked in any day in that week.

SECTION III – INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited following '**TWO COVER SYSTEM**' by **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from eligible bidders for “Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years”. (**For details refer Section X – Annexures and Forms**)
- ii) The bid document containing the entire details is available at the E-Tender Portal www.vocport.gov.in or <https://etenders.gov.in/eprocure/appfor> downloading during the period specified in the **NIT (Section – I)**.
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders B** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Part I (Cover I)– Techno-commercial bid.
- iv) The Contract Agreement will be in force for a period of **Two years** from the date specified in the Work Order and extendable for a period upto **One year** with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. REGISTRATION OF BIDDERS ON PORTAL:

The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking “Online bidder enrollment option in order to obtain user ID and pass word at first and then to activate their respective user ID by using digital signature certificate (Class III)

3. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder’s own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- ii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The service charges quoted in the **Part II (Cover II) – Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Certificate of Acceptance– Form VII in Annexure A**.
- v) The Bidder shall submit a declaration as provided in the **Form VI** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organisations in India prior to

the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

4. CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.
- iii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- iv) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

5. TRANSFER OF BID DOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

6. ADDENDA / CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the E-tender portal and Port's website, prior to the date of opening of the tenders.

7. INCOMPLETE DETAILS AND CANVASSING:

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

8. HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

9. SIGNING OF THE BID DOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorised and competent to do so on behalf of the Bidder, as furnished in **Form V** of the bid document, before submission of the tender.

10. DECLARATION BY THE BIDDER

The bidder, in a hundred rupees non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form VIII**

11. BID SUBMISSION

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above

website using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information**" of the bid document.

- ii) The bid follows two cover system and bidders are required to submit techno commercial / qualification details in Part I(Cover I) and Price bid separately in Part II (Cover II) electronically. Both shall be submitted simultaneously.
- iii) Both Part I and Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

12. OUT STANDING DUES TO PORT

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

13. BID SECURITY:

The bidder shall be required to mandatorily submit the Bid Securing Declaration Form as per **FORM-II** in Annexure A, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (**Para No. 20 of Section-III**).

14. UPLOADING OF BID DOCUMENTS

Format for Tenders Acceptance Letter is attached as Form X in Annexure A.

15. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE E-TENDER

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

16. QUOTING OF SERVICE CHARGES FOR PRICE BID:

- i) The bidder shall quote the percentage of service charge as specified in bid document in excel format available in E-tender website for this tender.
- ii) The service charges quoted in percentage shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, *excluding ESI, EPF and Bonus*.
- iii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

17. BID OPENING:

The **Part I (Cover I) – Techno-commercial Bid**, uploaded by the bidder containing the techno-commercial documents listed in the **Qualification and Responsiveness Information in Annexure A** and any other documents uploaded by the Bidders will be

opened through online on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.

18. PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

19. EXPENSES INCURED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

20. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to debar the bidder for a period not exceeding three years.

21. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Trust,
Tuticorin – 628004.
Phone: 0461- 2352270
Fax: 0461-2354274
E-mail id: cme@vocport.gov.in

**SECTION IV– TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE
BIDDERS**

PART I (COVER I) – Techno-commercial bid

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

A. The bidder shall have the meaning as stated in the Sl.No. (iv) of Section – II (Glossary).

B. Past Experience:

The bidder should have successfully completed similar work/services as detailed below during the last three years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing not less than the amount equal to 40% (Forty per cent) of the estimated cost
(or)
- ii) Two similar completed services each costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost
(or)
- iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

The above said details shall be furnished by the bidder in the **Form IV**

Note:

- i) Similar work/ services means the Contractor should have completed **any type of Manpower Supply works** at any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc.
- ii) The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.
- iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience, only then the experience will be considered.
- iv) Only the documents stated in **Form III** and **Form IV** shall be considered for evaluation and any other documents uploaded but not stated in the above mentioned **Form III** and **Form IV** shall not be considered for evaluation.
- v) In case of MSME Bidders the prior experience in terms of monetary value in Manpower tender shall be as follows
 - (i) For 1 work instead of 80% of estimated value, it shall be 20% of 80% i.e 16%
 - (ii) For 2 works instead of 50% of estimated value, it shall be 20% of 50% i.e 10%
 - (iii) For 3 works instead of 40% of estimated value, it shall be 20% of 40% i.e 8%The bidder for claiming experience under MSME shall submit the proof of MSE/ MSME certification as indicated in Form IV

C. Financial Capability:

Average Annual financial turnover during the last three years, ending 31st March of 2021 the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. The details shall be furnished by the bidder in the **Form III**.

SECTION V – EVALUATION OF THE BID DOCUMENT

1. Determination of Responsiveness

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

The bidders should scan and upload the following documents in the e-tender portal, failing which their offer will be treated as non responsive and their bid will be summarily rejected without techno commercial evaluation

- i) Scanned copy of signed & filled Bid Securing Declaration Form as per **FORM-II**, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (**Para No. 20 of Section-III**).
- ii) The bidder must upload self-attested copy of its PAN, GST, EPF, ESI, as stated in the **Qualification and Responsiveness Information –Annexure A**
- iii) A self-attested copy of labour license issued for past executed work/ services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.
- iv) Copies of self attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- v) Declaration of Authorised Representative of the bid in **Form V in non - judicial stamp paper** with denomination not to be lesser than Rs.100/-.The proprietor of the firm, who bids, has to declare the authorized representative of the firm/ company
- vi) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Form VI**.
- vii) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Form VI**
- viii) Tender Acceptance Letter as per **Form X**

2. Techno-Commercial Evaluation

- i) The documents uploaded by the bidder as specified in **Form IV** read with **Section IV(B)**, will be evaluated basing on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form III** read with **Section IV(C)**.
- iii) After scrutiny of the documents uploaded in the **Part I (Cover I) – Techno-commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action

including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.

- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalised.

3. Price Bid Evaluation

- i) The bidders shall quote rates as service charges in excel format available in e-tender website. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid and no separate communication on the price quoted shall be sent to the bidders.
- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest percentage rate will be declared as the successful bidder.
- iv) If the lowest percentage quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.

4. Award of Work

- i) The work will be awarded to the successful bidder(s) for providing Manpower Service as specified in the **Scope of Work**.
- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

SECTION VI – INSTRUCTION TO SUCCESSFUL BIDDER

1. Letter of Intent

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities. The successful bidder has to fulfil the same within 15 days from the date of issue of letter of intent or within the extended date as the case may be.

2. Performance Security:

i) The successful bidder shall deposit an amount equal to 3% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled commercial Bank having net-worth of above **Rs.100 crores** having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure C** of the Bid document and the same shall sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days.

ii) The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account details mentioned below. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically.

iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encased by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

iv) The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

v) VOCT DETAILS OF BANK ACCOUNT FOR MAKING e-PAYMENT RTGS/NEFT:

A	Name and Address of the Bank	Indian Overseas bank, Harbourbranch, Tuticorin-628004.
B	Name of the branch	Harbour branch
C	IFSC code	IOBA0000143
D	Account no	014301000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

3. Work Order

After fulfilment of the conditions specified in the Letter of Intent, the Port shall issue Work Order to the successful bidder.

4. Signing the Contract Agreement:

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Tamil Nadu State Government stamp paper of the value of Rs.100/- within 7days of the issue of work order.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award. The Port reserves the right to take action as deemed fit against such default bidder.

5. Debarment

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

SECTION VII – SCOPE OF WORK; STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

1. Scope of Work

The successful bidder has to provide manpower possessing the category and age, etc., as mentioned in Annexure E from the date to be specified in the Work Order at V.O.Chidambaranar Port Trust. PPE, Cleaning tools, etc shall be provided by the contractor at his own cost and should be available at site till completion of the contract period.

2. Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the Service provider shall works within the premises of the Port. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** as per **Para No.11 of Section VIII** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three month seven after imposing of the liquidated damages for reasons whatsoever, the contract agreement will be terminated.

i. Income tax

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. Goods and service tax

- a) The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.
- b) The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017. [As per CGST Act, 2017]

iii. Compliance with the EPF / ESI Act

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The Port's contribution shall be reimbursed only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act on account of this contract.
- c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted

manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.

- d) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.
- e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv. **Bonus Act**

Contractor is required to pay bonus as per the Bonus Act to the Manpower deployed and the same shall be reimbursed at actual by the Port upon submission of proof of payment to the provided Manpower.

v. **Contract Labour Act**

The Contractor shall furnish a valid labour license under Contract Labour (Regulation and Abolition) Act, 1970 within 30 days from the date of workorder and comply with all necessary required provisions of the above Act as amended and rules/orders framed thereunder from time to time and shall hold valid license throughout the Contract period.

vi. **Workmen safety and Insurance**

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are working on the operation and maintenance works. The Contractor shall wherever applicable

- a) take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- b) ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. by their workers while carrying out works.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

Note:

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman bharath yojana, etc.

vii. **Other statutory provisions**

- a) The Contractor shall comply with the rules of Central Excise Department, as applicable.
- b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of

documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.

- c) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act, 1947, etc.
 - d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out there from.
- viii. The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from the each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.
- ix. The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.
- x. All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the manpower service more specifically detailed in the **Scope of Work in Section VII** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.
2. **Consideration**
The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.
3. **Period of Contract:**
The Contract is valid for a period of *Two years* from the date specified in the Work Order. The Contract *may be extended for a further period of one year on mutually agreed* basis at the same rates, terms and conditions as decided by the Port, if the services are required by the Port and the performance of the Contractor is found satisfactory by the Port.
4. **Non-performance of Contract/ Breach of Contract**
In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.5** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.
5. **Malpractice or furnishing of false information**
In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to forfeit the Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also black list or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.
 - i) **Termination of Contract**
Consequent to the failure of the contractor to comply with the notice issued for non performance/ breach of contract, Port will issue a notice giving the contractor 7 days time asking him to show cause as to why the contract should not be terminated.
 - ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

6. Discontinuance by the Contractor

If the contractor is not in a position to continue the contract, the Contractor should give 90 (ninety) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

7. Foreclosure of the Contract by Port

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

8. Conflicting relationships

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

9. Change in Constitution

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

10. Insolvency / Bankruptcy / Winding up, etc.,

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

11. Liquidated damages (LD)

If the Contractor fails to comply with any of the **Statutory and Contractual Obligations** provided in **Section VII** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 1% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

12. Confidentiality

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

13. Force Majeure

- i) The term “force majeure” as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.
- ii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party’s non-performance entirely, but only suspends it for the duration of the Force Majeure.
- iii) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

14. Damage to Property

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

15. Indemnification

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor’s part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

16. Changes in terms of a concluded Contract

No variation in the terms of a concluded contract can be made without the consent of the parties.

17. Identity Cards/Entry Passes/Uniforms

The contractor should arrange for providing identity cards/entry passes at their cost to his representative and manpower deployed under this Contract. All such deployed manpower shall wear the identity card at all times while at Port premises and on duty. Uniform, shall be worn by the deployed manpower, at all times while on duty.

18. Accident or injury to workmen

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

19. Dispute Resolution

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, V.O.Chidambaranar Port Trust, Tuticorin.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPT.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPT whose decision, in this regard, is final and binding on both the parties to the contract.

20. Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, V.O.Chidambaranar Port Trust, Tuticorin in writing for clarification, whose interpretation shall be final and binding.

21. Notice

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form V**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I**. Responsibility to notify any change in address and/or email-id, entirely lies with the Contractor.

22. Manpower Labour Dispute

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

23. Joint Venture

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

24. Sub-contracting

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

25. Qualified Manpower

- i) All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work** specified in **Section VII** of the bid document.
- ii) The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

26. Payments for Manpower Deployed by the Contractor

The Port will reimburse the following in respect of the categories of manpower contracted and actually deployed

- i) Minimum wages at prescribed rate.
- ii) Contribution to Employees State Insurance (Employer's share).
- iii) Contribution to Employees Provident Fund (Employer's share).
- iv) Bonus actually paid, as per entitlement.

The above will be regulated as per extant rules and **Section VII (Scope of Work; Statutory Compliance and Contractual Obligations)** and **Section IX (Special Conditions of Contract)**.

27. Payment of Service Charges

The Contractor shall be paid the "Service Charges" on monthly basis as per the rate specified in the Work Order issued by the Port. ***The service charges will be paid only on Minimum wages actually paid.***

28. Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

1. Employment conditions:

- i) The Contractor has to provide list of manpower with copy of documents in support of age as prescribed for respective category in **Section VII –Scope of Work** before deploying of manpower:
 - a) List of manpower shortlisted by Contractor for providing in the VOCPT containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, communal status, marital status, address and identification proof, In case of MSME bidders, the bidder shall upload the proof of MSME certification. medical fitness certificate, Photo ID Card along with scoring sheet and result of screening test, if any, provided by the Contractor.
 - b) Any other document considered relevant.
- ii) The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc.,of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.
- iii) The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot identified by the concerned Head of Department through the bio-metric attendance device to be provided by Port for the purpose and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the provided manpower for having disbursed the salary the 1st month and for the subsequent month.
- iv) The personnel provided under the Contract should have good communication skill in Tamil and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.
- v) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the Port. The Contractor shall ensure proper conduct of the manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks/ paan/ smoking/ unnecessary lingering without work and shall comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001 or other version if any for which the Port has been certified.
- vi) The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc.
- vii) The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.

- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xi) If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xii) On request of the Contractor, the Port may provide quarters, subject to availability and such other conditions that the Port may impose from time to time.

2. Working Hours

- i) The working hours for the manpower deployed by the Contractor will be 8 hours with half-an hour lunch break and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the manpower deployed by the Contractor should be prepared to work in shifts as may be required.
- ii) The Contractor must ensure proper attendance and proper weekly off of the manpower deployed. The Contractor shall be fully responsible for providing weekly off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any. The manpower deployed on essential services can avail three national holidays and five festival holidays in a year.
- iii) The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- iv) Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.
- v) When the manpower deployed proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute, ***if requested by the Port in writing***. The Contractor shall provide replacement of manpower, in such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of one day, after being requested by the Port, a penalty, at double the rate of wages, shall be deducted per day per person absent from the Contractor's bill, for such absence.

3. Payment details:

- i) The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government, whichever is higher for the respective category. As and when minimum wages is revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank (Jan dhan yojana account) to the manpower deployed by him.
- ii) The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii) If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even

after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security / security deposit/ any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the Contractor for the respective period.

- iv) In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.
- v) The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model invoice pro-forma** given in **Form No. XI in Annexure D** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.
- vi) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- vii) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- viii) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / office where the manpower is provided.
- ix) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

4. Other conditions

- i) The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.
- ii) The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.
- iii) The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iv) On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

5. Adoption

- i) The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

SECTION X – ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno-commercial bid.

PART I (COVER I) – TECHNO-COMMERCIAL BID

Sl.No	Qualification Documents to be uploaded	Uploaded Page Ref No.
1.	Notice Inviting Tender (NIT)	
2.	Form I – Bidder’s Bid cover letter	
3.	Form II – Bid Securing Declaration Form	
4.	Form III – Financial capability [as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form IV – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form IV A – Experience / Completion / Performance certificate	
7.	Form IV B – Details of TDS certificate (if applicable)	
8.	Form V – Declaration of Authorised Representative of the bid [as per Para No.9 of Section III]	
9.	Form VI – Declaration of litigation and Blacklisting [as per Section V (1) (viii)]	
10.	Form VII – Certificate of Acceptance [as per Para No.3(iv) of Section III]	
11.	Form VIII – Declaration by the Bidder [as per Para No. 10 of Section III]	
12.	Form IX –Bank Mandate Form (Bank account details of the bidder)	
13.	Form X – Tender Acceptance Letter	
14.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
15.	Copy of GST registration certificate and GST TDS certificate	
16.	Copy of PAN Card	
17.	Copies of	
	1. EPF registration certificate,	

	2. ESI registration certificate,	
	3. Copy of valid manpower license issued for similar past executed work /services by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970	
18.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:

Date:

Signature and seal of the
Authorized Representative of Bidder

BIDDER'S BID COVER LETTER

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person
to whom all references shall be :
made regarding this tender
4. Description and address of the person
to whom all references shall be made :
regarding this tender
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To
The,
Head of the Department,
..... Department,
V.O.Chidambaranar Port Trust,
Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Trust, Tuticorin as a bidder for the work of tender for “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.
4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows
 - a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)
 - b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
 - c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)

6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
7. We understand that V.O.Chidambaranar Port Trust reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:

Date:

Signature and seal of the Authorized
Representative of Bidder

Bid Securing Declaration Form

Date: _____

Tender No. MEE/SE1E2/ELE/F.2(1)/2021/01

To

The Chief Mechanical Engineer,
Mechanical & Electrical Engineering Department,
V.O. Chidambaranar Port Trust
Tuticorin 628 004.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for the time specified in the tender document if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 20.... –	Rs.....	
02	Year 20..... –	Rs.....	
03	Year 20..... –	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal

PAST EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on.....(date)

Details of Similar Past Experience

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form IV (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.
3. In case of MSME bidders, the bidder shall upload the proof of MSME certification.

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal

EXPERIENCE / COMPLETION /PERFORMANCE CERTIFICATE

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract ----- and executed in this organization as per the details furnished below

1. Name of the work :
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: Name

Date: Designation

Organization with Address.....

.....

Seal

Note:-

- (i) Furnishing the information in the format is preferrable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IV (A)

DETAILS OF TDS CERTIFICATE

In case of experience in organisation other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal

DECLARATION OF AUTHORISED REPRESENTATIVE

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorised Signatory) is hereby authorized, vide resolution No. (Resolution Number)dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorised Signatory)hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

DECLARATION ON LITIGATION AND BLACKLISTING

Declaration to be issued on the official letter head stating the following that WE DECLARE THAT:

1. We have/ have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.

2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
 - 1.-----
 - 2.-----

3. We are not black listed or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc.,in India.

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Description

Business Address:

.....

Seal

Witness with signature

1) Name & Address

2) Name & Address

.....

.....

.....

.....

.....

.....

CERTIFICATE OF ACCEPTANCE

This is with reference to Tender No....., for “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”

I/We,..... (Name of the Bidder / Authorised Representative of the Bidder) of M/s..... (Name of the organisation), hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing to all the terms and conditions mentioned and comprised in relation to the above mentioned Tender.

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Description

Business Address:

.....

Seal

Witness with signature

1) Name & Address

.....
.....
.....

2) Name & Address

.....
.....
.....

DECLARATION BY THE BIDDER
(To be provided in 100 Rs Stamp Paper)

To

The Head of the Department.

I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, Providing Manpower Service on Outsourced Basis In(Name Of The Department) Department At V.O.Chidambaranar Port Trust for two years which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Port of V.O.Chidambaranar Port Trust to take further action in to the matter.

Witness's

Bidder's

Signature: _____
Name: _____
Address: _____
Tel. No: _____
Mobile no.: _____
Date: _____

Signature: _____
Name: _____
Address: _____
Tel. No: _____
Mobile No: _____
Date: _____

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account code :
7. Branch Code :
8. Name of the Authorised Person :
9. Signature of the authorised person
as per Bank :
10. E-Mail ID of Authorised Person :
11. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of
the Bank with
Date

Notice Inviting e-tender for the work “Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years”

TENDER ACCEPTANCE LETTER

(To be printed on company letter head and filled, signed and uploaded)

To
The Chief Mechanical Engineer
V.O.Chidambaranar Port Trust
Tuticorin-4

Sir,

Subject: Acceptance of terms and conditions of tender for Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years

Tender reference No. MEE/SE1E2/ELE/F.2(1)/2021/01

1. I/We have downloaded / obtained the tender document(s) for the above mentioned tender/work form the website namely <https://etenders.gov.in/eprocure/app> as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. 1 to (including all documents like annexure(s), schedules(s), etc, which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I/We certify that all information furnished by me/us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidmabaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy and I/We may be disqualified from bidding for any contract with you for the time specified in the tender document (Clause 20, Section-III).

Yours faithfully,

(Signature of the bidder with official seal)

Note: In case the firm has been blacklisted or debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

CONTRACT AGREEMENT FORM

This AGREEMENT is made on this day ofMonth of..... Two Thousand (....., 20....) between

M/s. Board of Trustees, V.O. Chidambaranar Port Trust, a body corporate under Major Port Trusts Act, 1963, represented by its Shri., s/o..... having its office at Administrative building, V.O. Chidambaranar Port Trust, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of V.O.Chidambaranar Port Trust, Tuticorin is desirous of the work comprising “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**”

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid

- 8. Work Order No.....
- 9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the “Manpower” in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of V.O.Chidambaranar Port was here into affixed and

The thereof, has set his Hand in the presence of

V.O.Chidambaranar Port Trust

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

.....

2) Name & Address

.....

FORM OF BANK GUARANTEE
(For Performance Security)

In consideration of the Board of Trustees of V.O.Chidambaranar Port Trust (hereinafter called as "Port") represented by its....., having agreed to exempt..... (hereinafter called "Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on made between the Board and the Contractor for “**Annual Maintenance Contract for Cleaning of Spilled Cargo in Cable Duct and Service Gallery for a period of two years**” (hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. (Rupees only).

2. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the Port any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. This Bank Guarantee shall be valid upto..... (“Period”). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said

Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the day of month of 20..... at

CHECK LIST FOR BILL SUBMISSION

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Check list for submission of bills					
Page No. & Clause Nos.	Contractor Name & PAN				
3	NIT No.				
	Work order No & Date				
	Contract agreement				
	Contract valid upto				
	Contract Bill No/date period. Inward Document No. & Date No. of Manpower to be provided & actually provided				
	Details	Compliance by Contractor	Verified & certified by concerned Dept	Verified by Finance Dept	Remarks
12	PAN Copy	Yes			
12	GST copy	Yes			
12	GST TDS Copy	Yes			
16	EPF license Copy of contractor				
16	ESI license Copy of contractor				
	Pvt security Agency certificate				
	Authorized representative				
19	Performance Security, BG Copy Amount & valid upto				
20	Security Deposit to be recovered	Yes			

22 & 32	List of Manpower deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, Scoring sheet in screening test, if any conducted by Contractor. * Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1 st month of additional deployment if any.				
22	All statutory provisions complied				
22	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid upto				
22	Invoice submitted by Contractor as per GST compliance				
22	GST TDS applicable				
23	ESI/EPF card copies of manpower deployed & proof of remittance made				
23	Month for which ESI/EPF proof submitted				
23	Payment of Bonus, if any, proof of Bank account enclosed				
23	Contract labour license enclosed				
23	Insurance taken and valid upto, no. of lives				
24	Safety Shoes & gloves etc provided wherever required				
24	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				
28	LD if any recoverable				
28	Any penalty/condonation for force majeure clause & its proof & approval				

29	Any recovery to be made for damages				
29	ID cards issued & worn, uniform, if applicable, were worn				
29	No dispute declaration				
30	Minimum wages paid & ESI/EPF remitted without any delay				
32	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
32	Bio-metric attendance enclosed duly certified by the Authorised officer of the Port and bank statement copy for (i.e Jhan Dhan Aadhar Yojana account copy statement)				
33	Any notice issued by Port to the contractor if so, No. & Date				
33	Any manpower deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & Port permitted, if so reference letter No. & Date				
33	For clause 33/IX/1(xi), whether suitable substitute provided if so details thereof				
33	Any quarters provided if so details of Demand No. for rent , water & electricity & its payment remitted				
34	Any recovery for late attendance if so details				
34	Any penalty to be recovered for non supply of manpower				

34	a) payment disbursed before 7th of every succeeding months b) In case of bill for revised Minimum wages for previous month proof of disbursement enclosed				
34	Payslips to all manpower deployed issued for every month one day before the date of payment				
34	Any notice received from Port to pay minimum wages with stipulated time				
34	Any penalty for non-compliance of 34/IX/3(iv)				
34	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
34	Certificate of attendance enclosed				
34	(i) Any additional manpower request received & reference No. Date (ii) Whether such additional manpower provided within 7 days				
	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

Note: Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary.

Tax Invoice**Invoice No:****Invoice Date:**

From Company name: Address : GSTIN/UIN : PAN No. : State Name : Contact No : E-mail ID : Work Order No:
To V.O.Chidambaranar Port Trust, Tuticorin – 628004 GSTIN/UIN : State Name : Place of supply :

1. Taxable Service

Sl. No	Description	HSN/SAC	Unit	Rate / Unit	Qty	Total Value (in Rs.)
	Less: Discounts, if any					
	Total Taxable value					
	Add: CGST @					
	SGST @ or					
	IGST @					
	Total					

2. Non-Taxable service

Sl.No.	Description	Total value (in Rs.)
	Total	
	Grand Total (1+2)	

Note Service is covered under Reverse Charge Mechanism (RCM)

Yes

No

Rupees (in words) :

Bank Account No. :

IFSC Code :

Authorised Signatory
(Signature of the Service Provider)

BILLS FOR THE MONTH OF

Sl. No.	Name of the Contract Employee	Designation	No of Days for a month	Pay Per day (including Pay for weekly day rest)	Wages for a month	No. of days available Leave	Deducted for leave	Balance Salary	ESI (0.75 %)	EPF (12%)	Net pay paid to the employee	Employer Contribution			CGST 9% & SGST 9% paid to the Contractor for 18% (9+15)	Total Payment made to the Contractor (9+13+14+15+16)
												ESI Contribution 3.25% paid to the Contractor	ESI Contribution 12% paid to the Contractor	Admin. Charges % on Col. No. 9		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

MANPOWER SCHEDULE
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

Sl. No	No. of Person	Description	Max. Age (in yrs. as on date of publication of NIT)	Category
1	3	Mazdoor	45	Unskilled
Total	3			